

**Departmental Examination of Engineering
Officers, December-2015**

LAW OF CONTRACT AND ARBITRATION

(Without Books)

(Civil/Mechanical/Electrical)

Full Marks – 100

Time – Three hours

The figures in the margin indicate full marks
for the questions.

GROUP – A

1. Answer any 2 (*two*) questions : $2 \times 5 = 10$
- (i) Write down the essentials of a valid contract and discuss.
 - (ii) What do you mean by Contingent Contract ? Discuss with illustration.
 - (iii) State different modes in which a contract may be discharged.
 - (iv) Write down about compensation due to the consequences of breach of contract.

[Turn over

2. From the four options given against each of the following questions, select the best/correct option and write it in the answer sheet :

15×2=30

(i) Void agreement signifies

- (a) agreement illegal in nature
- (b) agreement not enforceable by law
- (c) agreement violating legal procedure
- (d) agreement against public policy

(ii) A proposal can be accepted

- (a) by notice of acceptance
- (b) by performance of condition of proposal
- (c) by acceptance of consideration for a reciprocal promise
- (d) all the above

(iii) Competency to contract relates to

- (a) age of the parties
- (b) soundness of mind of the parties
- (c) both age & soundness of mind
- (d) intelligence of the parties

(iv) When the consent is caused by misrepresentation, the contract under section 19 is

(a) valid (b) void

(c) voidable (d) illegal

(v) A contract without consideration under section 25 is

(a) valid (b) void

(c) voidable (d) illegal

(vi) Parties are not competent to contract if any of them is

(a) minor

(b) insane

(c) declared unqualified

(d) all the above

(vii) Which one of the following does not amount to fraud ?

(a) Suggestion as a fact which is not true, by one who does not believe it to be true.

- (b) Active concealment of a fact.
- (c) A representation made without knowing it to be false, honestly believing it to be true.
- (d) A promise made without any intention of performing it.
- (viii) A contingent contract
 - (a) is void
 - (b) never becomes void
 - (c) becomes void when the event becomes impossible
 - (d) is voidable
- (ix) _____ describes that an agreement is not enforceable by law is void.
 - (a) Section 2(f) of the Indian Contract Act, 1872
 - (b) Section 2(g) of the Indian Contract Act, 1872
 - (c) Section 2(h) of the Indian Contract Act, 1872
 - (d) None of these

(x) Under Section 55 of the Indian Contract Act, 1872 the intention of the parties can be ascertained from :

- (a) the express words used in the contract
- (b) the nature of the property which forms the subject matter of the contract
- (c) the nature of the contract itself
- (d) the surrounding circumstances

(xi) Which of the following deals with voidability of the agreements without free consent in the Indian Contract Act, 1872 ?

- (a) Section 14 (b) Section 18
- (c) Section 19 (d) Section 10

(xii) Which of the following deals with what considerations and objects are lawful and what are in the Indian Contract Act, 1872 ?

- (a) Section 14 (b) Section 18
- (c) Section 23 (d) Section 10

(xiii) A promisor can perform

- (a) the promise himself
- (b) the promise through his representative competent to perform

(c) the promise through his representative irrespective of the competency of that representative

(d) both (b) and (c).

(xiv) Consent under Section 13 means

(a) agreeing on the same thing in the same sense

(b) agreeing on the same thing at the same time

(c) agreeing on the same thing at the different time

(d) agreeing on different things at different times

(xv) Under Section 19 of the Indian Contract Act, 1872 the party entitled to avoid, but insisting on performance can be awarded damages in lieu of:

(a) Performance (b) Enforcement

(c) Either (a) or (b) (d) None of these

3. Answer any 2 (two) questions : $2 \times 5 = 10$

(i) Write down the duties and obligations of an Arbitral Tribunal.

(ii) Write down the provisions made in the Arbitration and Conciliation Act, 1996 for applying to the Court for assistance in taking evidence.

(iii) Distinguish between arbitrator and mediator.

4. Four options are given in each of the following questions. Select the best/correct option among the four options and write it in the answer sheet.

$5 \times 2 = 10$

(i) An arbitral award :

(a) has to be in writing but need not be signed

(b) has to be in writing and signed by the members of the arbitral tribunal

(c) may be oral

(d) either (a) or (b) or (c)

(ii) Private arbitration is also described as :

- (a) integral arbitration
- (b) consensual arbitration
- (c) domestic arbitration
- (d) none of the above

(iii) In case of three arbitrators, the 'third arbitrator' shall act as :

- (a) an umpire
- (b) a presiding arbitrator
- (c) sole arbitrator
- (d) none of the above

(iv) The request for the correction or interpretation of the award by the Arbitral Tribunal has to be made by the party :

- (a) within sixty days
- (b) within thirty days
- (c) within ninety days
- (d) none of the above

(v) After the arbitral award is made, each party shall be delivered

5

(a) the original award

(b) a signed copy of the award

(c) a photocopy of the award

(d) an unsigned copy of the award.

GROUP – C

5. Answer any 2 (two) questions : $2 \times 5 = 10$

(i) What is the effect of acknowledgment in writing? Discuss the relevant provisions contained in the Limitation Act, 1963 in this respect.

(ii) Is it necessary to set up a defense to create a bar of limitation? Discuss in brief the relevant provisions embodied in Limitation Act, 1963.

(iii) Narrate the provision for suits, etc, for which the prescribed period is shorter than the period prescribed by the Indian Limitation Act, 1908.

6. Four options are given in each of the following questions. Select the best/correct option among the four options and write it in the answer sheet.
 $5 \times 2 = 10$

(i) Section 3, Limitation Act, 1963 does not apply to

- (a) suits
- (b) appeals
- (c) applications
- (d) execution proceedings

(ii) Limitation for filling an appeal commences from

- (a) the date of judgment
- (b) the date of signing of the decree
- (c) the date of application for copy of the judgment
- (d) the date of availability of copy of the judgment

(iii) A suit for possession of immovable property based on title can be filed

- (a) within one year
- (b) within three years
- (c) within twelve years
- (d) within six months

(iv) A suit for specific performance of a contract can be filed

15

(a) within six months (b) within 1 year

(c) within 2 years (d) within 3 years

(v) Section 18 of Limitation Act, 1963 provides

(a) effect of fraud or mistake

(b) effect of death on or before the accrual of the right to sue

(c) effect of acknowledgement in writing

(d) effect of acknowledgement or payment by another person.

GROUP - D

7. Answer any *two* questions :

2×5=10

(i) What does it mean by "employee" as per Section-2(dd) of Employee's Compensation Act, 1923 ?

(ii) What is the procedure to be followed by the Commissioner for distribution of compensation ?

(iii) State Employer's liability for compensation as per Section-3 of Employee's Compensation Act, 1923.

- (iv) Narrate the meaning of the expression "arising out of employment" and "partial disablement".

GROUP-E

8. Answer any *two* questions : $2 \times 5 = 10$

- (i) Describe how Tripura Value Added Tax Tribunal is formed and who are the members of the Tribunal. What is the time period of the members of Tribunal to hold their office ?
- (ii) Describe the procedure followed for deducting TVAT from the bill of contractor for civil works like construction of buildings, roads, bridges etc. and after deduction to whom the deducted amount is deposited.
- (iii) List out the different classes of officers authorized to assist as per Rule-8 of Tripura Value Added Tax Rules. How they are delegated with power to be executed by them ?
- (iv) What are the goods kept outside VAT and taxable at the first point of sale within Tripura at such rates as may be specified by the Government from time to time by notification in the official Gazette.